-

GOVERNMENT OF KARNATAKA

BRUHATH BENGALURU MAHANAGARA PALIKE

REQUEST FOR PROPOSAL
FOR
DIETARY FOOD SERVICES TO REFERRAL HOSPITALS AND MATERNITY HOMES OF SOUTH CLINICAL WING OF BBMP.

- RFP No: **EEP(S)/E-Procu/05/2023-24, Date:15-06-2023.**

TABLE OF CONTENTS

REQUEST FOR PROPOSAL (RFP) SCHEDULE.....3

SECTION I – LETTER OF INVITATION.....4

SECTION II – INFORMATION TO SERVICE PROVIDER (ITC).....8

1. Introduction.....8
2. Clarification and Amendment of RFP Documents.....9
3. Preparation of Proposal.....9
   Technical Proposal.....9
   Financial Proposal.....10
4. Submission, Receipt, and Opening of Proposals.....12
5. Proposal Evaluation.....12
   General.....12
   Evaluation of Technical Proposals.....12
   Opening and Evaluation of proposals, Financial Proposals; Ranking....13
6. Negotiations.....14
7. Award of Contract.....14
8. Confidentiality.....14

SECTION III – TECHNICAL PROPOSAL – STANDARD FORMS.....15

1. Technical Proposal Submission Form.....16
2. Details of Service Provider'.....17
3. Service Provider/s references.....18
4. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.....19
5. Description of the methodology and work plan for performing the assignment20
6. Format of Annual Turnover Statement.....21
7. Format of Affidavit.....22

SECTION IV – FINANCIAL PROPOSAL – STANDARD FORMS.....23

1. Financial Proposal Submission Form.....24

SECTION V – TERMS OF REFERENCE (TOR).....25

1. Background.....26
2. Concise Statement of Objectives.....26
3. An Outline of the Tasks to be Carried Out.....26
4. Schedule for Completion of Tasks.....28
5. Data, Services and Facilities to Be Provided by the Client.....28
6. Final Outputs (i.e., Reports, Drawings, etc.) that will be required of the Service Provider 28
7. Composition of Review Committee to Monitor Manpower Service Providers Work 28
8. Procedure for Review of Progress Reports, Inception, Status, Final Draft and Final Reports 28

SECTION VI – CONTRACT OF SERVICE PROVIDER'S SERVICES.....29

1. Form of Contract.....30
2. General Conditions of Contract.....31
   2.1. General Provisions.....31
   2.2. Commencement, Completion, Modification, and Termination of Contract 32
   2.3. Obligations of the Service Provider.....35
   2.4. Service Provider' Personnel.....36
   2.5. Obligations of the Client.....37
   2.6. Payments to the Service Provider.....37
   2.7. Settlement of Disputes.....38
   2.8. Performance Security.....38
   2.9. Risk Clause.....38

Checklist for Documents to be submitted.....41

REQUEST FOR PROPOSAL (RFP) SCHEDULE

1.	RFP Reference No.	:	**EEP(S)/E-Procu/05/2023-24**
2.	Date of Commencement of Download of RFP Document from eProcurement website http://eproc.karnataka.gov.in	:	From 22-06-2023
3.	Last Date and Time for uploading Online Queries[1] in eProcurement Portal	:	up to 13-07-2023 4:00 PM
4.	Date and Time of Pre-bid Meeting	:	26-06-2023 at 4.00 PM at the following venue: EE PROJECT SOUTH Division BBMP, Jayanagar II Block, Bengaluru.
5.	Last Date and Time for uploading of RFP in eProcurement portal	:	up to 13-07-2023 4:00 PM
6.	Date and Time of Online Opening of RFP Applications[2]	:	15-07-2023 4:30 PM
7.	Place of Opening of RFP	:	Online at e-Procurement portal
8.	Address for Communication	:	Office of the EE PROJECTS SOUTH, Jayanagar, Bengaluru..

[1]Only Online Queries through eProcurement portal will be accepted. Queries sent through letters, emails or any other mode will not be entertained.
[2]In the event of the specified date of opening of RFP being declared a holiday for the Employer, the RFP will be opened on the next working day at the same time.

SECTION I – LETTER OF INVITATION

Bruhat Bengaluru Mahanagara Palike

Office of the Executive Engineer Project South, South Zone office complex, 9th main, 9th cross, Jayanagara 2nd block, Bengaluru - 560011

Contact No: 080-22975713' Email: eeprojectsouth@gmail.com

No. **EEP(S)/E-Procu/05/2023-24.**
Date:15-06-2023

INVITATION FOR TENDER (IFT) (Two Cover System)

(SERVICE TENDER)

(Through GOK e – Procurementl Portal Only)

Table

TWO COVER SYSTEM

Sl. No.	Name of	Approx. Amount put to tender (Rs.)	EMD amount in Rs.	Cost of tender form Rs. (Non-refundable inclusive of all Taxes)	Period of completion (Including monsoon)
1	Providing doctors, Paramedical staffs to Referral hospitals and Maternity homes of South Clinical wing of BBMP.	1,83,23,727.00	2,74,855.00	e-procurement portal	11 Months
2	Dietary food services to Referral hospitals and Maternity homes of South Clinical wing of BBMP.	39,60,000.00	79,200.00	e-procurement portal	11 Months

The Executive Engineer (Project –South), BBMP, Bengaluru invites Bids on behalf of the Chief Commissioner, Bruhat Bangalore Mahanagara Palike for the following services from reputed Service Provider for the below work through e-

procurement portal www.eproc.karnataka.gov.in.

Calendar of Events:

1.	Date of Commencement of Download of Document from e-Procurement website http://eproc.karnataka.gov.in:	From 22-06-2023
2.	Last Date and Time for uploading Online Queries in e-Procurement :	On 13-07-2023 upto 4:00 P.M.
3.	Date and Time of Pre-bid Meeting :	On 26-06-2023 at 4:00 P.M.
4.	Last Date and Time for uploading tenders in e-Procurement Portal :	On 13-07-2023 Upto 4:00 P.M.
5.	Date and Time of Opening Tenders in the e-Portal :	On 15-07-2023 @ 4:30 P.M.

The RFP is open to all Service Provider / Bidder / Participant in the e-procurement platform. The detailed RFP with the Bid document can be downloaded from the e-procurement portal.

A) Request for Proposal (RFP) Document may be downloaded from the Government of Karnataka e – Procurement Website www.eproc.karnataka.gov.in under login for Service Provider / Bidder / Participant. After login to Service Provider / Bidder / Participant, please scroll down to the right side bottom to see List of Tenders, please click there to find the Details of Letter of Invitation and download copy of the RFP Document. The RFP Document can be downloaded in the Portal as per the prescribed Date and Time published in the Portal. Only interested Service Provider / Bidder / Participant who wish to participate shall remit online Transaction Fee for the RFP Document after registering in the Portal. The Transaction Fee is non-refundable.

B) Service Provider / Bidder / Participant can access RFP documents on the website, fill them and submit the completed RFP documents into electronic tender on the website http://eproc.karnatka.gov.in/ after submitting the EMD and tender processing fee in the form of e-payment. EMD of the unsuccessful bidders will be refunded only after issue of work order to successful bidder.

C) Pre-bid meeting will be held in the office of the Executive Engineer, Project- South Division, 9th Main, 9th Cross, Jayanagar 2nd Block, Bangalore 560 011, Bidder should attach all the scanned copies of certificates pertaining to their eligibility criteria, qualification information documents, failing which the bid will not be considered. No physical documents shall be considered. Also all scanned copies should be visible and should have clarity.

D) Any effort by the bidder to influence the client in the bid evaluation, bid comparison or contract award decision results in rejection of the Service Provider / Bidder / Participants bid.

E) A successful bidder will have to execute an agreement with Executive Engineer, (Project-South), BBMP Bangalore within 15 days upon receipt of intimation along with performance Security as per contract price in form of Bank Guarantee obtained from a Nationalized Bank / Scheduled Bank payable at Bengaluru. The bidder shall supply the man power with all earnestness within seven days from the date of issue of work order, failing in such cases the performance security will be forfeited by presuming that he is not interested in the work and action will be taken to get the work executed through alternate agency.

F) The Bruhat Bangalore Mahanagara Palike, Bangalore reserves the right to accept / reject any or all tenders without assigning any reasons.

G) Corrigendum/ modifications / corrections, if any, will be published in the website only.

H) Further details of work can be obtained in the office of the the Executive Engineer, Project- South Division, 9th Main, 9th Cross, Jayanagar 2nd Block, Bangalore 560 011 on all working days between 3.00 pm - 5:00 pm.

I) GOK e-Procurement portal http://eproc.karnataka.gov.in for registration and e-payment details contact e-Procurement Helpdesk at 080-8022631200, 080-8046010000.

Sd/-

Executive Engineer

Project South

Copy to :

1. P S to Administrator to bring into the notice of the Administrator.
2. P S to Commissioner to bring into the notice of the Commissioner.
3. Special Commissioner (Projects) for kind information.
4. Joint Commissioner (South) for kind information
5. Engineer – in – Chief for kind information.

6. Chief Engineer (South) for kind information.
7. Chief Engineer East/West/Project-Central/ Road Infrastructure/ Lakes/ Rajarajeshwari Nagar / Bommanahalli /Dasarahalli /Mahadevapura /Yelahanka / SWD for kind information.
8. Superintending Engineer(South)/ East/West/South/Road Infrastructure/ Projects / Rajarajeshwari Nagar/Bommanahalli/ Dasarahalli /Mahadevapura / Yelahanka for kind information.
9. CAO / Chief Auditor for kind information.
10. I T. Advisor with a Request to publish the same in the BBMP Website.
11. All Executive Engineers with a Request to publish the same in the Display / Notice Boards.
12. Accounts Superintendent / Cashier for information for necessary action.
13. Public Relation Officer, BBMP for information and to publish in two leading Newspapers in Kannada and English.
14. Notice board Office Copy.

Executive Engineer

Project-South

BRUHATH BENGALURU MAHANAGARA PALIKE

Dear Service Providers,

1. BBMP EE projects South, invites Proposals under eProcurement (two cover system) for **Dietary food services to Referral hospitals and Maternity homes of South Clinical wing of BBMP** for a period of 11 months, which may be extended by another 12 months based on performance. More details on the Services are provided in the Terms of Reference.
2. The RFP is open to all service providers registered in India.
3. The service providers will be selected under Least Cost Selection (LCS) and procedures described in this RFP.
4. The RFP includes the following documents:
   4.1. Section 1 - Letter of Invitation
   4.2. Section 2 - Information to Service Provider
   4.3. Section 3 - Technical Proposal - Standard Forms
   4.4. Section 4 - Financial Proposal - Standard Forms
   4.5. Section 5 - Terms of Reference
   4.6. Section 6 - Standard Form of Contract.
5. The Financial Proposal of the Service Providers who are technically qualified/responsive will only be opened through e-procurement portal.

Yours sincerely,

Executive Engineer Project South Division
BRUHATH BENGALURU MAHANAGARA PALIKE

SECTION II – INFORMATION TO SERVICE PROVIDER (ITC)

1. Introduction

1.1. The Executive Engineer Project South Division BBMP invites Proposals under eProcurement (Two cover system) for providing **Dietary food services to Referral hospitals and Maternity homes of South Clinical wing of BBMP** for a period of 11 months, which may be extended by another 12 months based on performance. More details on the Services are provided in the Terms of Reference. The RFP is open to all service providers registered in India. The service providers will be selected under Least Cost Selection (LCS)procedures described in this RFP.

1.2. The Service Provider must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Service Provider are encouraged to pay a visit to the location before submitting a Proposal, and to attend a pre-proposal conference as per the RFP schedule. Attending the pre-proposal conference is optional.

1.3. Please note that the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and the Client is not bound to accept any of the Proposals submitted.

1.4. It is GOK's policy to require that Service Provider observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, the GOK:

1.4.1. defines, for the purposes of this provision, the terms set forth below as follows:

1.4.1.1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

1.4.1.2. "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

1.4.2. Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

1.4.3. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any

time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

1.4.4. Will have the right to require that, GOK to inspect Service Provider's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.5. Service Provider shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para.

1.6. Service Provider shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated above and GCC.

1.7. Earnest Money deposit or Bid security

1.7.1. The Service Provider shall furnish Bid Security.

1.7.2. The Bid Security shall be paid in the E-Procurement Portal using any of the following payment modes:

a) Credit Card

b) Direct Debit

c) National Electronic Funds Transfer (NEFT)

d) Over the Counter (OTC). The OTC payment facility shall be available at designated ICICI bank branches for making payments from the dates of notification of IFB.

1.7.3. Confirmation of the receipt of the Bid processing fee and Bid Security in Government of Karnataka central pool A/c held at ICICI Bank shall be verified. If an acceptable Bid Security is not received then the e-Procurement portal will not allow the bidder to submit its bid.

1.7.4. The Bid Security of unsuccessful Bidders will be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security.

1.7.5. The Bid Security may be forfeited:

a) if a Bidder

i) withdraws its bid during the period of bid validity specified by the Bidder on the Technical Bid Submission Form and extension of bid validity thereof;

b) if the successful Bidder fails to:

i) sign the Contract;

ii) Furnish a Performance Security.

1.7.6. EMD is not Exempted for MSME/SSI as per govt order FD/295/exp/12/2019 Dt 26/3/2019.

2. Clarification and Amendment of RFP Documents

2.1. Clarifications on the RFP may be uploaded online in eProcurement portal as per the RFP Schedule. Only Online Queries through eProcurement portal will be accepted. Queries sent through letters, emails or any other mode will not be entertained.

2.2. At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a firm, modify the RFP documents by amendment. Any amendment shall be issued in writing as addendum/corrigendum. Addendum/corrigendum will be uploaded in the Eportal only. The Client may at its discretion extend the deadline for the submission of Proposals.

3. Preparation of Proposal

3.1. Service Provider are requested to submit a Proposal written in the English language.

Technical Proposal

3.2. In preparing the Technical Proposal, Service Provider are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3. While preparing the Technical Proposal, Service Provider must give particular attention to the following:

3.3.1. Service Provider Should not associate with the other Service Providers for this Assignment.

3.3.2. This clause is Deleted.

3.3.3. This clause is Deleted.

3.4. The Technical Proposalshould contain following documents, bidders should upload all the documents which is mandatory to continue for considering technical evaluation:

1.	Earnest Money Deposit (EMD) Rs.79,200.00/-
2.	GST registration certificate.
3.	FSSAI (Food Safety and Standard Authority of India) registration certificate.
4.	Certificate of Incorporation in case of Private Limited / Public Limited.
5.	Annual Turnover statement of three financial years 2019-20, 2020-21, 2021-22 certified by Chartered Accountant along with the IT returns.
6.	Audited Balance Sheet 2019-20, 2020-21, 2021-22.
7.	Audited Profit & Loss Statement 2019-20, 2020-21, 2021-22
8.	Affidavit as per format enclosed.
9.	Previous work Orders for providing dietary food services for the value not less than 39,60,000.00 in any of the three

	financial years, i.e., 2019-20, 2020-21, 2021-22.
10.	Details of the existing contracts.
11.	Satisfactory Performance Certificate / Letterfor providing dietary food for the value not less than 39,60,000.00 in any of the three financial years, i.e., 2019-20, 2020-21, 2021-22.
12.	Detailed proposed work plan and methodology, on providing dietary food services.
13.	Technical Proposal Submission Form
14.	Details of Service Provider
15.	Service Provider's references.
16.	TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE
17.	Original/notarized documents to be submitted for verification, verification date will be intimated.

3.5. The Technical Proposal shall not include any financial information.

Financial Proposal

3.6. The Government of India as fixed Rs.150/- per day/beneficiary for the menu as per the below table. The Bidders Should quote the rate for the diet food per day as per menu in the below table.

(The rate quoted per day should include all the cost for the diet food, labour, transportation to the venue, GST as applicable and all other costs associated for the supply of **Dietary food services to Referral hospitals and Maternity homes of South Clinical wing of BBMP.**

Snacks	Breakfast	Lunch	Snacks	Dinner
6-7 AM	8-9 AM	1-2 PM	4.30 - 5.30 PM	8-9 PM
1 cup tea/coffee + 4 biscuits	1. Milk (200ml) with sugar	1. Roties(3)/ Rice (3/4 cup)	1. Milk (300m l) with sugar	1. 3 Roti's/ Rice (3/4 cup)
	2. One boiled egg	2. Daal (1/4th cup) Chiken/fish/egg curry (1/4th cup)	2. veg poha (avalakki) ¼ th cup/one vegetable cutlet/ladoo	2. Daal (1/4th cup)/ Chicken/fish/ egg curry (1/4th cup)
	3. Once Seasonal	3. Curd (100gm)	3. Boiled kabuli	3. curd (100 gms) Tomato

	fruit (100 gms)	Tomato+ Onion Raitha/Cucumber Raitha	channa chat (50 gms)/Rosted groundnut/ equivalent diet	+ onion / raitha cucumber raitha
	4. Upma ½ cup / 2 slices of bread/ 4 small idlies /2 dosa with chutney and sambar/ Pongal/kichadi	4. seasonal vegetable with green leafy vegetable (1/4 cup)		4. 1 Medium size banana equivalent to 100 gms/ seasonal
		5. Salad		

In case of C- Section		
Post-Surgery liquid meal		
Type	Quantity	
Coconut water	(1 Glass)	
Sweet lime water	(1 Glass)	
Fruit juice/ clear soup	(1 Glass)	
Rice & washed pulse gruel/ porridge	(1 Glass)	
Butter milk	(1 Glass)	
Weak tea/coffee	(1 Glass)	
Fruit juice/clear soup	(1 Glass)	

Post- Surgery soft meal options		Quantity
Early morning	Milk	1 Glass
Breakfast	Vegetable upma Butter	1 cup1 Glass

	milk	
Midmorning	Fruit juice	1 Glass
Lunch	Vegetable kichadi curd	1 cup, ½ cup
Evening	Sooji kheer/Porridge	1 Cup
Dinner	Soup Kichadi	1/2 cup, 1 cup

On the second and third days, after the passage of stools, a normal balanced diet as given in table 1, with emphasis on fluid intake (about 2-3 Days of water) needs to be ensured unless medically contraindicated

3.7. The rate should be quoted in Eprocurement portal only.

3.8. The Proposals must remain valid for 90 days after the submission date, during this period; the Service provider is expected to keep available the staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Service Provider who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, and Opening of Proposals

4.1. The proposal shall be uploaded online in the eProcurement portal http://eproc.karnataka.gov.in. The bidder shall upload the proposals in the eProcurement Portal on or before the due date and time specified in the RFP Schedule.

4.2. The Technical Bids will be opened online in the eProcurement portal on the date and time as specified in the RFP Schedule. The Financial Proposal shall remain encrypted in the eProcurement portal.

5. Proposal Evaluation

General

5.1. From the time the proposals are opened to the time the contract is awarded, if any Service Provider wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the RFP. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Service Provider's proposal.

5.2. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

Evaluation of Technical Proposals

5.3. The evaluation committee appointed by the Client, evaluates the proposals on the basis of point system specified below. Each responsive proposal will be given a technical score (S_t). A proposal shall be rejected at this stage if it fails to achieve the minimum technical score 75.

Sl.	Evaluation Criteria	Points

Sl.	Evaluation Criteria	Points
2	Detailed proposed work plan and methodology, on providing dietary food services.	10
3	Satisfactory Performance Certificate / Letter for providing dietary food for the value not less than 39,60,000.00 in any of the three financial years, i.e., 2019-20, 2020-21, 2021-22.	15
4	Annual Turnover statement of 3 financial years, i.e., 2018-19, 2019-20, 2020-21 Certified by Chartered Accountant as per format enclosed. If bidder is having annual turnover of Rupees 39,60,000.00 in the any one of the financial years (2018-19, 2019-20, 2020-21) 30 points will be allocated.If bidder is having annual turnover Less than 39,60,000.00 zero points will be allocated	30
5	FSSAI registration certificate.	30
	Total	**100**

a) The minimum technical points required to pass is: **75 points.**

b) The BBMP reserves the right to seek clarification and/or any additional information including documents during the evaluation provided they were existing prior to bid submission, i.e., of historical nature.

c) If Bidder fails to upload the documents as per the evaluation criteria, then zero points will be allocated.

d) All documents to be uploaded on e-portal only and physical submission of documents at a later date or on verification day will not be entertained.

Opening and Evaluation of proposals, Financial Proposals; Ranking

5.4. After the technical evaluation is completed, the Client shall mark the proposals in eProcurement Portal, which did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, as rejected. The Client shall open those financial bids in the eProcurement portal, who have secured the minimum qualifying mark in the technical evaluation.

5.5. The financial bids shall be opened online in the eProcurement portal.

5.6. The Client will select the lowest rate quoted.

5.7. If multiple bidders are quoted same rate, then the bidder with highest technical points awarded during the technical evaluation will be selected for the award of contract. Further if multiple bidders are quoted same rate, secured same technical points during technical evaluation, then the bidder with the highest annual turnover in any one of the three financial years will be selected for the award of contract.

5.8. The selected Service Provider will be invited for negotiations if required.

5.9. The evaluation committee will determine whether the Financial Proposals are complete, correct any computational errors.

6. Negotiations

6.1. Negotiations will be held at the address indicated in the RFP schedule. The aim is to reach agreement on all points and sign a contract.

6.2. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Service Provider will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

7. Award of Contract

7.1. The contract will be awarded following negotiations. After negotiations are completed, the Client will notify other Service Provider on the shortlist that they were unsuccessfulin the Eportal only and return the Financial Proposals /EMD if any of those Service Provider who did not pass the technical evaluation.

7.2. The tentative date of Assignment is from Work order date.

7.3. Within fifteen (15) days of the receipt of notification of award from the Client, the successful Bidder shall furnish the Performance Security (5% of Tender amount). The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders through E-procurement.

7.4. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder L2 if the L2 bidder matches L1 rates, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

8. Confidentiality

8.1. Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider who submitted the proposals or to other persons not officially concerned with the process, until the winning Service Provider has been notified that it has been awarded the contract.

SECTION III – TECHNICAL PROPOSAL – STANDARD FORMS

1. Technical Proposal Submission Form

[To be submitted on company letter head]

Date: …./…./……..

To,

Executive Engineer Project
South Division, BBMP

Dear Sir/Madam,

RFP Ref. No. **EEP(S)/E-Procu/05/2023-24**

Subject: **Technical Proposal for Dietary food services to Referral hospitals and Maternity homes of South Clinical wing of BBMP**

We, the undersigned, offer to----------, for the above in accordance with your Request for Proposal vide no. …… dated …./…./…….. We are hereby submitting our Proposal which includes this Technical Proposal and a Financial Proposal.

If negotiations are held during the period of validity90 days of the Proposal, we undertake to negotiate. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:	
Name:	
Title:	
Company Seal:	

2. Details of Service Provider'

Sl.	Particulars	Details
1.	Company Name	
2.	Address of Registered Office	
3.	Contact Details	Landline: Mobile: Fax: Email:
4.	Director / CEO details	Name: Landline: Mobile: Fax: Email:
5.	Authorized Signatory for this RFP	Name: Landline: Mobile: Fax: Email: [Bidder should submit ***Power of Attorney*** authorizing to submit proposal and to represent the company for this RFP]
6.	Branch Offices	Sl. | City | State | Address | Landline 1. 2.
7.	Total Number of Staff Employed on bid submission date	Sl. | Designation | No of Staff Employed 1. 2. Total

Authorized Signature:	
Name:	
Title:	
Company Seal:	

3. Service Provider/s references

[Relevant Services Carried Out in the Last three Years that Best Illustrate Qualifications]

Using the format below, provide information on each reference assignment for which your firm/company was legally contracted.

<table>
<tr><th>Sl.</th><th>Particulars</th><th colspan="4">Details</th></tr>
<tr><td>1.</td><td>Assignment Name</td><td colspan="4"></td></tr>
<tr><td>2.</td><td>Client Name</td><td colspan="4"></td></tr>
<tr><td>3.</td><td>Client Address</td><td colspan="4"></td></tr>
<tr><td>4.</td><td>Client Contact Details</td><td>Name</td><td>Designation</td><td>Mobile</td><td>Email</td></tr>
<tr><td></td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>5.</td><td>Contract Start Date</td><td colspan="4"></td></tr>
<tr><td>6.</td><td>Contract Completion Date</td><td colspan="4"></td></tr>
<tr><td>7.</td><td>Contract Period</td><td colspan="4"></td></tr>
</table>

Authorized Signature:	
Name:	
Title:	
Company Seal:	

4. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client

Sl.	Particulars	Comments and Suggestions
1.	Terms of Reference	
2.	Data, services & facilities to be provided by the client	

Authorized Signature:	
Name:	
Title:	
Company Seal:	

5. Description of the methodology and work plan for performing the assignment

The Service provider should submit detailed proposed work plan and methodology, on providing dietary food services.

Authorized Signature:	
Name:	
Title:	
Company Seal:	

6. Format of Annual Turnover Statement

[To be printed on letter head of Chartered Accountant.]

[Should be duly signed and certified by Chartered Accountant]

The Annual Turnover of M/s _____ during the past three years is given below.

Sl.	**Financial Year**	**Turnover (in Lakhs)**
1.	2019-20	
2.	2020-21	
3.	2021-22	

We certify that the above turnover statement is true and correct.

Signature of Chartered Accountant	
Seal of Chartered Accountant	
Registration Number	
Name of Chartered Accountant	
Date	
Place	

7. Format of Affidavit

[To be submitted by bidder's authorized person on Stamp Paper of Rs. 200/-]

[The affidavit shall be notarized]

AFFIDAVIT

This affidavit is executed by M/s ..... on day ____, Year ____, having its registered office at ....for the Request for ProposalofBRUHATH BENGALURU MAHANAGARA PALIKE for ..... vide reference no. .....dated ..../..../.....

We / I hereby declare and undertake on oath as follows:

1. We / I that all the information, documents, testimonials, certificates, etc., submitted by us for the above-mentionedproposal are all correct and genuine.
2. We / I declare that the Purchase Order, Invoices, Certifications, proof of payment, Certificates, etc. submitted by us are correct and genuine.
3. We / I declare that our firm / company M/s. ..... is not blacklisted or de-registered by any Government / Quasi Government / other organization.
4. We / I declare that we / I will not default in the submission of Tax Deducted at Source (TDS), Provident Fund, ESI, etc.
5. We / I declare that we / I will not violate any of the provisions of the Indian Labour Law.
6. We / I are aware that if one or more of the above declarations and undertakings are found to have been violated/breached, then We / I shall be blacklisted by BRUHATH BENGALURU MAHANAGARA PALIKEfor the period of five years.

Identified by me:

Deponent

Advocate

Name:

Title:

Company:

Date:

Place:

SECTION IV – FINANCIAL PROPOSAL – STANDARD FORMS

1. Financial Proposal Submission Form

(Not Used)

Note:

The rate should be quoted in Eprocurement portal only.

SECTION V – TERMS OF REFERENCE (TOR)

1. Background

The RFP is being published for the outsourcing of dietary food services to the BBMP said hospitals under the JSSK scheme.

2. Concise Statement of Objectives

This RFP is being published to appoint the service provider for providing dietary food services to Said hospitals on outsourced basis for a period of 11 months, which may be extended by another 11 months based on performance.

3. An Outline of the Tasks to be Carried Out

1. The service provider should have FSSAI registration certificate.
2. Supplying of diet food items will be as per the items mentioned in the tender document.
3. Stainless steel Plates, spoons and cups should be provided by the bidder.
4. RO Drinking water for must be arranged as per the intimation.
5. Single usage of Plastic plates, cups or drinking water bottles has been banned. Service provider should abide this.
6. Preparation of food must be done under Hygienic and clean condition if any adverse events (food poisoning occurs or any food related illness) occur service provider will be held responsible.
7. Sufficient Man power required to serve the food will be responsibility of service provider.
8. Manpower cost, Transportation cost and other cost incurred during the preparation and serving food will be responsibility of service provider.
9. Servers should be dress coded, and compulsorily wear hair net and hand gloves.
10. Diet services for all pregnant women should be provided in said hospitals, The attendant or birth companion in not eligible for this benefit. This benefit is applicable for 3 days in case of normal delivery and 7 Days in case of C-Sections.
11. Following is the diet suggested for the pregnant women:

Table 1:

Snacks	Breakfast	Lunch	Snacks	Dinner
6-7 AM	8-9 AM	1-2 PM	4.30 - 5.30 PM	8-9 PM
1 cup tea/coffee + 4 biscuits	5. Milk (200ml) with sugar	2. Roties(3)/ Rice (3/4 cup)	1. Milk (300m l) with sugar	1. 3 Roti's/ Rice (3/4 cup)

	6. One boiled egg	2. Daal (1/4th cup) Chiken/fish/egg curry (1/4th cup)	2. veg poha (avalakki) ¼ th cup/one vegetable cutlet/laddoo	2. Daal (1/4th cup)/ Chicken/fish/ egg curry (1/4th cup)
	7. Once Seasonal fruit (100 gms)	3. Curd (100gm) Tomato+ Onion Raitha/Cucumber Raitha	3. Boiled kabuli channa chat (50 gms)/Rosted groundnut/ equivalent diet	3. curd (100 gms) Tomato + onion / raitha cucumber raitha
	8. Upma ½ cup / 2 slices of bread/ 4 small idlies /2 dosa with chutney and sambar/ Pongal/kichadi	4. seasonal vegetable with green leafy vegetable (1/4 cup)		4. 1 Medium size banana equivalent to 100 gms/ seasonal
		5. Salad		

In case of C- Section	
Post-Surgery liquid meal	
Type	Quantity
Coconut water	(1 Glass)
Sweet lime water	(1 Glass)
Fruit juice/ clear soup	(1 Glass)
Rice & washed pulse gruel/ porridge	(1 Glass)
Butter milk	(1 Glass)

Weak tea/coffee	(1 Glass)
Fruit juice/clear soup	(1 Glass)

Post- Surgery soft meal options		Quantity
Early morning	Milk	1 Glass
Breakfast	Vegetable upma Butter milk	1 cup 1 Glass
Midmorning	Fruit juice	1 Glass
Lunch	Vegetable kichadi curd	1 cup, ½ cup
Evening	Soojikheer/Porridge	1 Cup
Dinner	Soup Kichadi	1/2 cup, 1 cup

On the second and third days, after the passage of stools, a normal balanced diet as given in table 1, with emphasis on fluid intake (about 2-3 Days of water) needs to be ensured unless medically contraindicated

4. Schedule for Completion of Tasks

The Service Provider shall start the services within 15 days from the date of work order.

5. Data, Services and Facilities to Be Provided bythe Client

[None]

6. Final Outputs (i.e., Reports, Drawings, etc.) that will be required of the Service Provider

[None]

7. Composition of Review Committee to Monitor Manpower Service Providers Work

The services provided by the Service Provider will be reviewed and monitored by the team deputed by HO South clinical BBMP.

8. Procedure for Review of Progress Reports, Inception, Status, Final Draft and Final Reports

Inspection by the team deputed by HO South clinical BBMP.

SECTION VI – CONTRACT OF SERVICE PROVIDER'S SERVICES

1. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the …… day of the month of ……., 2022, **BETWEEN**on the one hand, ……. (Hereinafter called the "Client") **AND**on the other hand, ……. (Hereinafter called the "Service Provider").

WHEREAS

A. the Client has requested the Service Provider to provide certain services as defined in the RFP document, GCC (General Conditions of Contract attached to this Contract (hereinafter called the "Services");

B. the Service Provider, having represented to the Client that they have the required professional skills, and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties here to here by agree as follows:

1) The following documents attached hereto shall be deemed to form an integral part of this Contract:
   a) The General Conditions of Contract (hereinafter called "GC");
   b) The Special Conditions of contract (hereinafter called "SC");
   c) RFP document
   d) Terms of reference
2) The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular:
   a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
   b) the Client shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND BEHALF OF

BRUHATH BENGALURU MAHANAGARA PALIKE

By, AMO of the said hospitals

FOR AND BEHALF OF

[Name of Service Provider]

By [Authorized Signatory]

2. General Conditions of Contract

2.1. General Provisions

2.1.1. Definitions

1) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

   a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

   b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

   c) “Effective Date” means the date on which this Contract comes into force.

   d) “Contract Price” means the price to be paid for the performance of the Services;

   e) "GCC" means these General Conditions of Contract;

   f) "Government" means the Government of Karnataka;

   g) "Local currency" means Indian National Rupee;

   h) "Party" means the Client or the Service Provider, as the case may be, and Parties means both of them;

   i) "staffs" means persons hired by the Service Provider or by any Sub-Service Provider as employees and assigned to the performance of the Services.

   j) "SCC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

   k) "Services" means the work to be performed by the Service Provider pursuant to this Contract as described in TOR; and

   l) ‘Third party” means any person or entity other than the Government, the Client, the Service Provider.

2.1.2. Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

2.1.3. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

2.1.4. Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to

whom the communication is addressed, or when sent by registered mail specified in this RFP.

2.1.5. Location

The Services shall be performed at such locations as are specified in the RFP.

2.1.6. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the RFP.

2.1.7. Taxes and Duties

The Service Provider shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

It is the responsibility of the Service Provider to strictly abide by the Indian Labour Laws and Acts, including but not limited to payment of TDS, PF, ESI, Service Tax to the Government.

2.2. Commencement, Completion, Modification, and Termination of Contract

2.2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties.

2.2.2. Commencement of Services

The Service Provider shall begin carrying out the Services within fifteen (15) days after the date the Contract becomes effective.

2.2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 2.2.7, this Contract shall terminate at the end of 11 months, which may be extended by another 11 months based on the performance.

2.2.4. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties or as instructed by BBMP.

2.2.5. Force Majeure

1) Definition

a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2) No Breach of Contract

a) The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

3) Extension of Time

a) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

4) Payments

a) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.2.6. Suspension

The Client may by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.

2.2.7. Termination

1) By the Client

a) The Client may terminate this Contract, by not less than sixty (60) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (b) through (e) of this Clause 2.2.7 (1) and sixty (60) days in the case of the event referred to in (g):

b) if the Service Provider do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

c) if the Service Provider (or any of their members) become insolvent or bankrupt;

d) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

e) if the Service Provider, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

f) For the purpose of this clause:

i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

g) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

h) Service Provider and their staff if fails to strictly adhere to the Information Technology Act 2000 and its subsequent amendments at all times

2) By the Service Provider

a) The Service Provider may terminate this Contract, by not less than ninety (90) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (iii) of this Clause 2.2.7 (2):

i) if the Client fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue;

ii) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Client of the Service Provider’ notice specifying such breach;

iii) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

3) Cessation of Rights and Obligations

a) Upon termination of this Contract pursuant to Clause GCC 2.2.7, or upon expiration of this Contract pursuant to Clause

GCC 2.2.3, all rights and obligations of the Parties hereunder shall cease, except:

i) such rights and obligations as may have accrued on the date of termination or expiration;

ii) the obligation of confidentiality set forth in Clause GCC 2.3.3 hereof;

iii) any right which a Party may have under the Applicable Law.

4) Cessation of Services

a) Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.2.7 (1) or GCC 2.2.7 (2) hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the Client, the Service Provider shall proceed as provided, respectively, by Clauses GCC 2.3.7 and GCC 2.3.8.

5) Payment upon Termination

a) Upon termination of this Contract pursuant to Clauses 2.2.7 (1) or 2.2.7 (2), the Client shall make the following payments to the Service Provider:

i) Payment for Services satisfactorily performed prior to the effective date of termination;

ii) except in the case of termination pursuant to paragraphs (b) and (c) of Clause 2.2.7 (1), reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.3. Obligations of the Service Provider

2.3.1. General

The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Service Provider or third parties.

2.3.2. Conflict of Interest

1) Service Provider Not to Benefit from Commissions, Discounts, etc.

a) The remuneration of the Service Provider pursuant to Clause 2.6 shall constitute the Service Provider' sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the staff, any Sub-Service Provider, and agents of either of them, similarly shall not receive any such additional remuneration.

2) Procurement Rules of Funding Agencies

a) Deleted.

3) Service Provider and Affiliates Not to engage in certain Activities

a) The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and their affiliates, be disqualified from providing services for any project resulting from or closely related to the Services.

4) Prohibition of Conflicting Activities

a) Neither the Service Provider or the staff shall engage, either directly or indirectly, in any of the following activities:

i) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

ii) after the termination of this Contract, such other activities as may be specified in this RFP.

2.3.3. Confidentiality

The Service Provider, and the staff of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

2.3.4. Insurance to Be Taken Out by the Service Provider

It shall be the responsibility of the Service Provider to obtain necessary and required insurance(s) to all their staff posted for the services.

2.3.5. Service Provider’ Actions Requiring Client’s Prior Approval

1) The Service Provider shall obtain the Client’s prior approval in writing before taking any of the following actions:

a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Service Provider and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that

the Service Provider shall remain fully liable for the performance of the Services by the Sub-Service Provider and its staff pursuant to this Contract;

2.3.6. Reporting Obligations

Deleted.

2.3.7. Documents Prepared by the Service Provider to be the Property of the Client

The Service provider shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client. All Intellectual Property Rights (IPR) of the data, information, etc. created, generated, written, prepared, etc. shall be the sole property of the Client.

2.3.8. Equipment and Materials Furnished by the Client

Equipment, and other materials made available to the service provider by the Client or purchased by the service provider with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the service provider shall make available to the Client an inventory of such equipment and materials. While in possession of such equipment, and other materials, the Service provider, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value. The service provider should maintain all the equipment and other materials handed over during the agreement in his own expense.

2.4. Service Provider' Personnel

2.4.1. Description of personnel

As defined at 3.3.2.

2.4.2. Removal and/or Replacement of personnel

1) Except as the Client may otherwise agree, no changes shall be made in the staff. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the staff, the Service Provider shall forthwith provide as a replacement a person of equivalent or better.
2) If the Client finds that any of the staff have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the staff, then the Service Provider shall, at the Client's written request specifying the grounds there for, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
3) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of staff.

4) In case the staffs of service provider want to resign during the contract period, the staff shall provide a notice period of 90 days to the Client or the notice period approved by client on a case-to-case basis.

5) In case the Client wants to replace any staff, the Service Provider shall replace the staff within 30 days or as per the time period specified by the Client on a case-to-case basis.

2.5. Obligations of the Client

2.5.1. Assistance and Exemptions

a) Unless otherwise specified, the Client shall use its best efforts to ensure that the appropriate for the prompt and effective implementation of the Services;

2.5.2. Services and Facilities

Services as per TOR.

2.6. Payments to the Service Provider

2.6.1. Lump Sum Remuneration

The Salary to the staff should be paid as per the Labour department government of Karnataka.

2.6.2. Contract Price

The Contract price will be the L1 rates quoted by the successful bidder.

2.6.3. Payment for Additional Services

Nil.

2.6.4. Terms and Conditions of Payment

a) Bills of the Hospital have to be submitted before 5th of every month to concerned Administrative Medical Officer, Administrative Medical Officer will verify the bill and prepare the bill which will be forwarded to Medical superintendent, after verifying the bills thoroughly Medical superintendents will approve the bill.

b) Payment will be made to the bidder after deducting taxes as payable under Applicable law and after taking into account any deduction/ fine / penalties imposed by Bruhat Bangalore Mahanagar Palike.

c) In case of dispute, the undisputed amount will be paid and the disputed amount will be verified and if found in order shall be paid along with the bills for the following month if not, the same be disallowed.

d) Penalties:If the service provider does not visit the hospitals, the penalty of 0.5% per day to a maximum of 10 % of the total value of that monthly bill will be deducted of that particular hospital

e) In case if there is any dispute regarding the payment for any month the decision of the Chief Commissioner BBMP will be final.

2.6.5. Interest on Delayed Payments

Nil.

2.7. Settlement of Disputes

2.7.1. Amicable Settlement

Save where expressly stated to the contrary in this agreement, any dispute, difference or controversy of whatever nature between the parties, how so ever arising under, out of or in relation to this agreement, shall in the first instance be attempted to be resolved amicably by meetings between the parties.

2.7.2. Place of Jurisdiction

All the matter pertaining to court will be at Bangalore Jurisdiction only.

2.7.3. Arbitrations:

1) Any dispute which is not resolved amicably shall be finally settled by binding Arbitration, with the Chief Commissioner, BBMP serving as the sole Arbitrator. The place of Arbitration shall ordinarily be the Chief Commissioner's Office. The parties agree the decision or award resulting from such Arbitration shall be final and binding upon the parties.

2) Pending the submission of and / or decision on a dispute, the parties shall continue to perform their respective obligations under this agreement without prejudice to a final adjustment in accordance with such Arbitration award.

2.8. Performance Security

a) Within 15 days of Notification of Award, the successful bidder shall furnish Performance Security to the Purchaser shall be for the 5% of the total estimated amount, valid upto 60 days after the date of completion of performance obligations under this contract.

b) The Performance Security shall be in the form of Bank Guarantee drawn in favour of the Client.

c) Discharge of the performance Security shall take place not later than 90 days following the date of completion of the Service Provider's performance obligations under the contract.

d) In the event of any contractual amendment, the Service Provider shall, within 28 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations.

2.9. Risk Clause

The Contractor shall at all times have standby arrangements for carrying out the work under the Contract in case of failure of the existing arrangement. BBMP reserve the right for termination of the

contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderers at the cost, risk and responsibilities of Contractor and excess expenditure incurred on account of this will be recovered by BBMP from the Contractor Security Deposit or by raising a separate claim.

a. All necessary reports and other information will be handed over to BBMP on a mutually agreed basis and regular meetings will be held with the BBMP Officials.

b. Service provider and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by the BBMP and shall not knowingly lend to any person or company any of the effects or assets of the BBMP under its control.

c. In the event of loss/damage of equipment etc. at the premises of the BBMP due to negligence/carelessness of service provider staff, if established after a joint enquiry, then the service provider shall compensate the loss to the institution.

d. The service provider or its representative/s shall meet BBMP representative/s regularly to take feedback regarding the services. The service provider will also maintain a suggestion book for comments on the services rendered by it.

e. The service provider shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the premises and shall indemnify BBMP for any loss or damage caused by any act of the service provider or its employees or staff etc.

f. The service provider shall not assign or sublet this Agreement or any part thereof to any third party without the approval of BBMP

g. Training on behavior aspects and ethics must be done regularly. BBMP ways of working should be communicated to all contract staff. Training report of the same must be submitted once in a month.

f. Licenses if any required for services at the site will be procured by the service provider.

g. Any loss caused to the life and property due to negligence or dereliction of duty of the engaged service provider is to be indemnified by the service provider upto the entire satisfaction of the concerned office.

h. The service provider should have insurance facility of the 110% of contract value including tax.

Details of the existing contracts

	Name and Address of the organization, Name, Designation and Telephone / Fax No. of the officer concerned	Details regarding the contract	Value of Contract (Rs.)	Duration of Contract	
				From	**To**
				DD/MM/YY	DD/MM/YY
A					
B					
C					
	Additional information, if any				

The above format may be used to provide requisite details.

Authorized Signature:	
Name:	
Title:	
Company Seal:	

Checklist for Documents to be submitted

[IMPORTANT NOTICE: The following checklist of documents should be submitted by the bidder in this bid. The following list is only an illustrative list and not the complete list of documents. Bidders may please note that, in case one or more documents as required in the tender document are not submitted in the bid, as per the format mentioned in the RFP document and in clear & readable format, before the RFP due date and time, then the bid submitted by the bidder shall be liable for outright rejection. The Client shall not accept any document which have not been uploaded before the RFP due date and time. Therefore, the bidders are requested to read the RFP document carefully and submit/upload the complete list of documents as required in the RFP document.]

Sl.	**Checklist of Documents**	
1.	Earnest Money Deposit (EMD) Rs.79,200.00	
2.	GST registration certificate.	
3.	FSSAI registration certificate.	
4.	Certificate of Incorporation in case of Private Limited / Public Limited.	
5.	Annual Turnover statement of three financial years 2019-20, 2020-21, 2021-22 certified by Chartered Accountant along with the IT returns.	

Sl.	Checklist of Documents	
6.	Audited Balance Sheet 2019-20, 2020-21, 2021-22	
7.	Audited Profit & Loss Statement 2019-20, 2020-21, 2021-22	
8.	Affidavit as per format enclosed.	
9.	Previous work Orders for providing dietary food services for the value not less than 39,60,000.00 in any of the three financial years, i.e., 2019-20, 2020-21, 2021-22.	
10.	Details of the existing contracts.	
11.	Satisfactory Performance Certificate / Letterfor providing dietary food for the value not less than 39,60,000.00 in any of the three financial years, i.e., 2019-20, 2020-21, 2021-22.	
12.	Detailed proposed work plan and methodology, on providing dietary food services.	
13.	Technical Proposal Submission Form	
14.	Details of Service Provider	
15.	Service Provider’s references.	
16.	TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE	
17.	Any other documents as per the tender document.	